REMARKS

In the August 20, 2003, Office Action (hereinafter "Office Action"), Claims 4-7, 13, and 13-37 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicants regard as the invention. In particular, Claims 4, 13, and 18 were rejected as being unclear, particularly what "satisfying the offer with the second quote from the one supplier" means. Additionally, Claims 16, 26, and 32 were rejected for referring to elements lacking sufficient antecedent basis. Claims 5-7, 17-25, 27-31, and 33-37 were rejected for incorporating the errors of the above-identified claims by dependency. Claims 4, 13, and 18 have been amended to make clear what applicants regard as the invention. Claims 16, 26, and 32 have been amended to establish proper antecedent basis for all limitations in the claims.

Claims 1-8 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,108,639 to Walker et al. (hereinafter "Walker et al.") in view of U.S. Patent No. 6,076,071 to Freeny, Jr. (hereinafter "Freeny"). Claims 16-17, 19-25, and 32-37 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Walker et al. in view of U.S. Patent No. 6,324,517 to Bingham et al. (hereinafter "Bingham et al."). Claims 9-15 and 18 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Walker et al. in view of Freeny, and in further view of Bingham et al. The Office Action stated that Claims 26-31 would be allowable if rewritten or amended to overcome the 35 U.S.C. § 112, second paragraph, rejections set forth in the Office Action. With this response, Claims 1-37 remain pending in the application.

Pursuant to 37 C.F.R. § 1.111, and for the reasons set forth below, applicants respectfully request reconsideration and allowance of this application. However, prior to discussing the reasons why applicants believe that the pending claims are in condition of allowance, a summary of the present invention and the cited references is presented.

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Summary of the Invention

According to the present invention, a system and method for matching an offer for hotel accommodations with a quote from providers, i.e., hotels or brokerage services, is presented. An electronic travel agent system accepts offers from a customer machine. An offer will typically include a price, set by a customer, that the customer is willing to pay for the accommodations, as well as a quality rating for the accommodations. Additionally, the offer will also typically include specific travel information, such as dates and locations for identifying potential hotels.

Upon receiving an offer, the electronic travel agent requests quotes from potential providers, i.e., the hotels or brokerage services that book hotel accommodations. After receiving all quotes from the providers, the electronic travel agent ranks or sorts the quotes and determines a winning provider based on the rankings. Typically, the provider submitting the lowest priced quote that matches or exceeds the quality specified in the offer is the winner and is awarded the offer.

According to further aspects of the present invention, the electronic travel agent determines a value, referred to as BV1, based on the consumer's offer. The BV1 value is the consumer's price adjusted for transaction costs and related promotions. The BV1 value represents a price above which it is economically impractical for the electronic travel agent to pursue booking a room. In other words, if a quote from a hotel provider exceeds the value in BV1, it will not be profitable to the electronic travel agent to book the hotel. Additionally, the electronic travel agent computes a second value, BV2, further based on the consumer's offer, in this case adjusted for transaction costs and a projected minimum profit. According to these computed values, each quote from a provider that is greater than BV1 is rejected, or not considered, as an unqualified quote. Each quote whose quality is less than that specified in the other is also rejected. Additionally, ranking preferences are given to those quotes whose value is less than or equal to the BV2 value.

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Each provider may submit more than one quote corresponding to the same offer for accommodations. For example, a provider may submit both an absolute lowest price quote, as well as a more profitable, moderately priced quote. As such, after determining which provider is the "winner," the electronic travel agent determines whether the winning provider submitted multiple quotes. If the winning provider submitted multiple quotes, the electronic travel agent selects the highest priced quote that is less than or equal to the customer specified price plus any transactional costs and/or profits. Thus, in this manner, a hotel room may be booked with the winning provider at a price that is higher than the "winning" quote, indeed, higher than quotes received from non-winning suppliers.

As can be seen, the quotes received from the providers are not initially constrained to the customer's offer. The electronic travel agent merely requests available rooms from known providers in the location specified in the offer. After receiving the quotes, the electronic travel agent considers only those whose price and quality meet or exceed that specified in the offer. This is entirely unlike other systems that post a consumer's price to providers and book the item for the posted price.

According to the present invention, both the hotels and consumers are benefited. Consumers obtain hotel rooms at or below their specified offer, while hotels, encouraged to provide their best offers, are awarded the business and may receive a booking at a substantial increase over a best offer.

Walker et al. (U.S. Patent No. 6,108,639)

Walker et al. discloses a system for purchasing collectibles over a communication network, the collectibles including coins, stamps, baseball cards, and the like. According to Walker et al., a buyer submits a conditional purchase offer to the system for particular goods, i.e., some collectible item. The conditional purchase offer includes a price that the buyer is willing to pay for the goods. The conditional purchase offer also includes a minimum quality of

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

the requested collectibles. The conditional purchase offer represents a binding agreement that the buyer will complete the purchase if a seller is able to deliver the goods according to the price and quality specified in the conditional purchase offer. The system, on the buyer's behalf, obtains quotes from one or more sellers dealing in these types of goods. Any one of a number of sellers may accept the conditional purchase offer from the buyer. Once a seller has accepted a conditional purchase offer, the desired goods are forwarded to an independent dealer (also called an authenticator) for evaluation. The authenticator determines whether the goods meet the quality criteria set forth in the conditional purchase offer. If the authenticator determines that the goods meet the quality requested in the conditional purchase offer, the goods are forwarded to the buyer and the system completes the transaction.

Walker et al. further discloses that if the conditional purchase offer is not accepted by any seller after a specified period, sellers may submit counter offers to the buyer. However, because the seller has not accepted the conditional purchase offer on its terms, counter offers to the buyer are just that: offers. The buyer is not obligated to accept any of the counter offers. Unlike the sellers that accept, or rather attempt to accept, the conditional purchase offer, the Walker et al. system does not prioritize or rank any particular counter offers. The counter offer is transmitted to the buyer where the buyer may either accept or reject the counter offer. (Walker et al., Col. 12, lines 6-14.)

In contrast to the present invention, Walker et al. does not identify a qualifying quote for a product. Instead, suppliers simply determine whether they will accept the conditional purchase offer or not. If a conditional purchase offer goes unaccepted, suppliers can submit counter offers. However, counter offers are merely transmitted to the buyer. Thus, in regard to counter offers, Walker et al. fails to qualify the most preferential qualifying quotes.

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Freeny, Jr. (U.S. Patent No. 6,076,071)

Freeny presents an automated product pricing system for managing the prices of goods across multiple stores, including both physical and virtual (i.e., online) stores. According to Freeny, a central control server monitors prices, inventory, and sales of items among the various stores in the system. The central control server forwards this information to competition pricing system. In turn, the competition pricing system uses various algorithms to dynamically change the prices of items among the stores.

Freeny simply presents a system that automatically changes the prices of items in the stores according to various criteria, or stimuli, such as "to match competitor pricing specials, to reflect purchasing specials, and/or achieve end of the month sales projections." (Freeny, Col. 8, lines 19-23.) **However, Freeny does not disclose a system where a seller generates two or more quotes for the same product.** In fact, the items for sale in Freeny have only one price associated with them and a central system that apparently changes the one price for the items according to the various stimuli.

Bingham et al. (U.S. Patent No. 6,324,517 B1)

Bingham et al. discloses a system for evaluating meeting or conference facilities based on all-inclusive meeting costs. The all-inclusive meeting costs include cost considerations related to travel, lodging, meals, meeting space, facilities, amenities, and the like, not just the cost of the facility.

According to Bingham et al., a meeting organizer enters information regarding a desired meeting. The information typically includes the number of attendees, location, facility ratings, facility amenities, and the like. Using this information, the system determines meeting facilities that meet the specified requirements and then calculates the all-inclusive costs for the meeting for the facilities. The facilities may then be ranked according to the lowest cost. Alternatively, the facilities may be ranked according to the quality level of the facilities or some other quality.

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

However, though the facilities may be ranked according to various criteria, ultimately, the meeting planner makes the final selection/determination.

While Bingham et al. disclose computing all-inclusive costs for meeting facilities, and ranking the facilities according to the all-inclusive costs, or to other criteria, Bingham et al. fail to teach or suggest calculating a value, based on a customer's offer, that reflects a desired margin of profit for the selling system. Bingham et al. further fail to disclose, teach, or suggest ranking only those suppliers whose quotes fall below that calculated value.

Rejections of the Claims

Rejections Under 35 U.S.C. § 112, Second Paragraph

As mentioned above, Claims 4, 13, and 18 were rejected under 35 U.S.C. § 112, second paragraph, as being unclear what "satisfying the offer with the second quote from the one supplier" means. While applicants disagree that this is unclear, especially in view of the teachings of the specification, in order to further the prosecution of this application, applicants have amended Claims 4, 13, and 18 to clarify the phrase. In particular, applicants have amended the phrase to use terms found in the preambles, specifically "**matching** the offer with the second quote from the one supplier."

Claims 16, 26, and 32 were rejected under 35 U.S.C. § 112, second paragraph, for reciting elements with insufficient antecedent basis. Applicants have amended these claims to properly introduce elements and/or more specifically reference elements already properly introduced.

In light of the amendments to the claims identified above, applicants submit that Claims 4, 13, 16, 18, 26, and 32 are now in condition for allowance with respect to the 35 U.S.C. § 112, second paragraph, rejections. Accordingly, applicants request that the 35 U.S.C. § 112, second paragraph, rejections be withdrawn.

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Claims 5-7, 17-25, 27-31, and 33-37 were also rejected under 35 U.S.C. § 112, second paragraph, as incorporating the errors of their respective base claims by dependency. As the respective base claims have been amended to correct the issues mentioned above, applicants request that the 35 U.S.C. § 112, second paragraph, rejections of Claims 5-7, 17-25, 27-31, and 33-37 also be withdrawn.

Rejection of Claims Under 35 U.S.C. § 103(a)

Claims 1-8

Claims 1-8 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Walker et al. in view of Freeny. For the following reasons, applicants submit that Claims 1-8 are in condition for allowance and request that the 35 U.S.C. § 103(a) rejection be withdrawn and the claims allowed.

Claim 1

It is asserted in the Office Action that Walker et al. disclose all the elements of Claim 1 except the element of "obtaining at least two quotes from one supplier in the plurality of suppliers, a first quote from the one supplier being lower than a second quote from the one supplier." Said element, it is asserted in the Office Action, is taught by Freeny. Applicants respectfully disagree.

As a preliminary matter, applicants assert that Walker et al. fail to teach or suggest obtaining, identifying, comparing, or matching *quotes* to a customer's offer at all. Instead, Walker et al. disclose obtaining *acceptances*, not quotes, from a seller. (Walker et al., Col. 11, lines 13-32.) Clearly, these acceptances are not quotes, as the acceptances indicate that a seller agrees to provide the requested goods at the price specified in the consumer's offer.

Even assuming that the acceptances received from sellers are the equivalent of offers as recited in Claim 1, which applicants expressly deny, applicants assert that Walker et al. and Freeny, alone and in combination, fail to teach or suggest "obtaining at least two quotes from one

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

supplier . . ., a first quote from the one supplier being lower than a second quote from the one supplier." The Office Action cites Freeny, Col. 8, lines 19-23, and Freeny, Col. 11, lines 9-28, in support of this element. Applicants assert that rather than disclosing "obtaining at least two quotes from one supplier," Freeny, Col. 8, lines 19-23, describes various price change algorithms that "automatically change prices to match competitor pricing specials, to reflect purchasing specials and/or to achieve end of the month sales projections." (Freeny, Col. 8, lines 21-23.) Clearly, this passage in Freeny discloses that, according to price change algorithms, an item's first price is revoked and replaced by a second price. Thus, in contrast to the present invention, the seller presents only one price for an item, rather than receiving two quotes from a seller corresponding to a customer's offer.

Freeny Col. 11, lines 9-28, more particularly describes the process of changing the price of an item in a store when it is determined that "a competitor's price on a first product is lower than the price of the first product in the physical store systems 14 and/or the virtual store system 18." (Freeny, Col. 11, lines 11-13.) Freeny also discloses that other related topics are affected when lowering the price, such as advertising materials, coupons, and the like. (Freeny, Col. 11, lines 20-28.) As above, this passage of Freeny clearly makes no reference to receiving two quotes from a seller corresponding to a customer's offer.

As already mentioned, Walker et al. disclose receiving acceptances, not quotes, to a consumer offer, particularly a conditional purchase offer (CPO). However, assuming that the acceptances are the equivalent of quotes, which applicants expressly deny, Walker et al. and Free, alone and in combination, also fail to teach or suggest "identifying a qualifying quote for the product from each of the quotes obtained from the plurality of suppliers." The Office Action cites Walker et al., Col. 10, lines 41-45, and Walker et al., Col. 11, lines 13-16, in support of this element. Walker et al., Col. 10, lines 41-45, disclose that the system searches an "item database 800" to determine if any of the sellers have listed the sought-for item, or class of item,

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

as being available. Clearly, searching a seller database to determine which sellers carry a particular item is patentably distinct from evaluating the "quotes" received from sellers for a product. Walker et al., Col. 11, lines 13-16, discloses that "a test is performed . . . to determine if a least one seller **accepts** the CPO." Again, even assuming that an acceptance is actually a quote, which applicants deny, there is clearly no "identifying a **qualifying quote** for the product **from each of the quotes** obtained from the plurality of suppliers." This passage of Walker et al. simply determines if there are any acceptances, not if the acceptances are qualified, i.e., whether the quotes are lower than a consumer's offer.

Applicants further assert that Walker et al., alone and in combination with Freeny, fail to teach or suggest "if the offer **exceeds** the most-preferential quote, matching the offer with the supplier corresponding to the most-preferential quote." The Office Action cites Walker et al., Col. 11, lines 13-32, in support of this element. However, as already discussed, this passage in Walker et al. merely determines if any sellers have accepted the offer (on the terms of the offer only, not on terms **less than** identified in the offer), and if so, prioritizes the sellers according to "predetermined criteria," such as the chronological order in which the acceptances were received, geographic proximity, past performance, and the like. (Walker et al., Col. 11, lines 20-32.) Clearly, there is no determination made as to whether the consumer's offer **exceeds** the seller's quote.

Additionally, as already mentioned, Walker et al. and Freeny, alone and in combination, fail to teach or suggest obtaining multiple quotes, i.e., at least two, from sellers. Thus, it follows that Walker et al. and Freeny, alone and in combination, further fail to teach or suggest evaluating additional quotes provided by the supplier submitting the most-preferential quote. The Office Action cites Walker et al., Col. 11, lines 13-32, and Walker et al., Figure 10C, for support of this element. This makes little sense as it is admitted in the Office Action that Walker et al. fail to teach or suggest obtaining at least two quotes. Clearly, unless there are at least two

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

quotes, an evaluation of additional quotes provided by the supplier cannot take place. As already discussed, the cited passages of Walker et al. refer to determining whether any sellers have accepted the consumer's offer, and if so, prioritizing the sellers to determine which gets to satisfy the offer.

For the reasons described above, applicants respectfully assert that Walker et al. and Freeny, alone and in combination, fail to teach or suggest each element of independent Claim 1. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 1 be withdrawn and the claim allowed.

Claims 2-8

Claims 2-8 depend from independent Claim 1. Accordingly, for the same reasons described above in regard to Claim 1, applicants assert that Claims 2-8 are allowable over Walker et al. in view of Freeny, especially when read in combination with independent Claim 1. Applicants therefore request that the 35 U.S.C. § 103(a) rejection of Claims 2-8 be withdrawn and the claims allowed.

In addition to the above described reasons, Claims 2-8 include elements that further distinguish them from Walker et al. and Freeny. Some of these further distinguishing features are described below.

Claim 4

In regard to Claim 4, applicants assert that Walker et al. and Freeny, alone and in combination, fail to teach or suggest each element of this claim, particularly "evaluating any other quotes comprises matching the offer with the **second quote** from the one supplier."

The Office Action references Walker et al., Col. 11, lines 13-32, in support of this element. However, this passage of Walker et al. references determining whether any sellers have accepted the consumer's offer, and if so, ranking the accepting sellers according to predetermined criteria. It makes no sense for a seller to twice accept the same offer, and Walker et al. does not

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

disclose it. Further, as stated in the Office Action in regard to Claim 1, Walker et al. fails to teach or suggest obtaining a second quote from a seller. Hence, if a second quote is not obtained, then the consumer's offer cannot be matched with a second quote from the one seller, as recited in Claim 3.

For the additional reasons described above, applicants assert that Walker et al. and Freeny, alone and in combination, fail to teach or suggest each element of Claim 3. Therefore, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 4 be withdrawn and the claim allowed.

Claim 7

In regard to Claim 7, applicants assert that Walker et al. and Freeny, alone and in combination, fail to teach or suggest each element of this claim. In particular, the cited references fail to teach or suggest "wherein negotiating the purchase of the product from the supplier includes making a reservation for a travel service provided by the supplier at a value corresponding to the **second quote**."

The Office Action states and applicants agree that Walker et al. and Freeny do not teach or suggest "making a reservation for a travel service provided by the supplier at a value corresponding to the second quote." Simply stated, Walker et al. and Freeny do not teach or suggest obtaining at least two quotes from one supplier for the same product. However, the Office Action asserts that Walker teaches that the sellers may provide **counter-offers** when all sellers decline to accept the consumer's offer and that it would be obvious to one of ordinary skill in the art that counter-offers comprise higher-priced offers to the consumer.

Counter-offers are offers, not quotes obtained in response to a consumer's offer. As mentioned in the Office Action, as they are higher-priced than the consumer's offer; thus, they would not be identified as qualifying quotes (from Claim 1), nor would they meet the requirement "if the [consumer's] offer **exceeds** the [seller's] most-preferential quote." Instead,

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

the consumer's offer would be less than the sellers' counter-offers. Thus, applicants assert that the counter-offers disclosed by Walker et al. are not the equivalent of quotes as recited in Claim 7.

For the additional reasons described above, applicants assert that Walker et al. and Freeny, alone and in combination, fail to teach or suggest each element of Claim 7. Applicants therefore respectfully request that the 35 U.S.C. § 103(a) rejection of Claim 7 be withdrawn and the claim allowed.

Claim 8

In regard to Claim 8, applicants assert that Walker et al. and Freeny, alone and in combination, fail to teach or suggest each element of this claim. In particular, the cited references fail to teach or suggest "**calculating a value** above which a particular quote is not economically viable," and "**excluding quotes** above the calculated value."

The Office Action cites Walker et al., Col. 11, lines 13-32, in support of these elements. However, as already discussed, this passage of Walker et al. clearly relates to the determining whether any sellers have accepted the consumer's offer, and if so, prioritizing the accepting sellers according to predetermined criteria. Nowhere does Walker et al. disclose computing a value above which a quote is not economically viable. According to Walker et al., sellers either accept the consumer's offer or they do not. There is no negotiation of terms, nor is there a determination as to whether a seller's acceptance is economically viable. Further, no seller acceptance is excluded according to a value. As mentioned, according to Walker et al., the sellers either accept the offer or they do not.

For the additional reasons described above, applicants respectfully submit that Walker et al. and Freeny, alone and in combination, fail to teach or suggest each element of Claim 8. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 8 be withdrawn and the claim allowed.

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Claims 16-17, 19-25, and 32-37

Claims 16-17, 19-25, and 32-37 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Walker et al. in view of Bingham et al. For the following reasons, applicants submit that Claims 16-17, 19-25, and 32-37 are in condition of allowance, and request that the 35 U.S.C. § 103(a) rejection be withdrawn and the claims allowed.

Claim 16

It is asserted in the Office Action that Walker et al. disclose all the elements of Claim 16 except the element, as modified per this response, of "for those suppliers for which the one quote is below the first value, ranking those suppliers based on the rating associated with the product being quoted by the supplier." This element, as asserted in the Office Action, is taught by Bingham et al. Applicants respectfully disagree.

In regard to independent Claim 16, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim. In particular, the cited and applied references fail to teach or suggest "obtaining at least one quote for the product from each of a plurality of suppliers," "**calculating** a first value based on the offer **that reflects a desired margin**," and "for those suppliers for which the one quote provided is below the first value, ranking those suppliers."

The Office Action cites to Walker et al., Col. 5, lines 65-67, Walker et al., Col. 10, lines 5-8, in support of "obtaining at least one quote for the product from each of a plurality of suppliers." However, as already described above in regard to Claim 1, applicants assert that Walker et al. fails to disclose obtaining quotes from suppliers for a product. Instead, Walker et al. discloses receiving acceptances to a consumer's offer. Furthermore, Walker et al., Col. 5, lines 65-67, simply states that the consumer's offer, the CPO, includes a price and minimum quality of the sought-for item. Walker et al., Col. 10, lines 5-8, yet further describes the contents of the consumer's offer, i.e., the CPO, not the seller's acceptance. Walker et al., Figure 10A, also

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

describes the contents of the CPO. Clearly, as described above, none of the specific references in Walker et al. teach or suggest receiving a **quote** for a product in response to a consumer's offer. However, solely for the sake of further addressing the additional reasons set forth for rejecting this claim, applicants will treat a seller's acceptance as though it is somehow the equivalent of an offer (although applicants specifically deny such equivalence.)

The Office Action cites to Walker et al., Figure 10B, in support of the element "calculating a first value based on the offer that reflects a desired margin." However, applicants assert that this figure, with the attendant discussion in Walker et al. (specifically, Col. 11, lines 13-32), merely discuss examining information stored in a database to determine whether there any sellers that are known to carry the requested item (Walker et al., Figure 10B, box 1028) or carry the class of the requested item (Walker et al., Figure 10B, box 1032). If so, the consumer's offer is sent to the identified sellers (Walker et al., Figure 10B, box 1030). Clearly, there is no discussion in these passages of Walker et al. **calculating a first value**, especially one that **reflects a desired margin**, but rather a discussion of how the system determines which sellers are notified of a consumer's offer.

The Office Action further cites to Walker et al., Col. 11, lines 13-32, for support in finding that the cited references disclose "for those suppliers for which the one quote provided is below the first value, ranking those suppliers." Applicants agree that Walker et al., Col. 11, lines 13-32, discloses ranking the accepting sellers according to predetermined criteria. (As per above, applicants assert that merely accepting an offer, as taught by Walker et al., is patentably distinct from obtaining offers from sellers, as recited in Claim 16.) However, as Walker et al. fails to disclose calculating a first value, Walker et al. must also fail to disclose, teach, or suggest, "for those suppliers for which **the one quote provided is below the first value . . . .**"

For the above described reasons, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of independent Claim 16.

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 16 be withdrawn and the claim allowed.

Claims 17 and 19-25

Claims 17 and 19-25 depend from independent Claim 16. Accordingly, for the same reasons described above in regard to Claim 16, applicants assert that Claims 17 and 19-25 are allowable over Walker et al. in view of Bingham et al., especially when read in combination with independent Claim 16. Applicants therefore request that the 35 U.S.C. § 103(a) rejection of Claims 17 and 19-25 be withdrawn and the claims allowed.

In addition, Claims 17 and 19-25 include elements that further distinguish them from Walker et al. and Bingham et al. Some of these further distinguishing features are described below.

Claim 17

In regard to Claim 17, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim. In particular, the cited references fail to teach or suggest "calculating a second value, based on the offer, above which a quote for the product is not economically desirable," and "for those suppliers for which the one quote provided is between the first value and the second value, ranking those suppliers based on the cost associated with the corresponding quote."

Applicants agree with the Examiner that Walker et al. fails to teach or suggest "calculating a second value, based on the offer, above which a quote for the product is not economically desirable." However, applicants respectfully disagree with the Office Action that this is may be obvious in view of the teachings of Bingham et al. As described above, Bingham et al. disclose determining an all-inclusive cost for meetings. Bingham et al. purportedly indicates that an existing list of facilities may be filtered/refined "[w]hen additional required amenities are applied." (Bingham et al., Col. 9, line 60.) However, in no way does this passage

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

of Bingham et al., or any passage in Bingham et al. or Walker et al., teach or suggest calculating a second value above which a quote from a supplier would be rejected as being "not economically desirable," as recited in Claim 17.

As Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest calculating a first value, as described above, and a second value above which a quote is economically undesirable, it follows that Walker et al. and Bingham et al. must also fail to teach or suggest ranking suppliers whose quotes fall between the first and second values.

For the additional reasons described above, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of Claim 17. Accordingly, applicants respectfully request that the 35 U.S.C. § 103(a) rejection of Claim 17 be withdrawn and the claim allowed.

Claim 25

In regard to Claim 25, applicants submit that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim. In particular, the cited references fail to teach or suggest "the quote that satisfies the offer comprises the highest quote provided by the most preferentially-ranked supplier that is still below the first value."

As described above in regard to Claim 16, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest calculating a first value that reflects a desired margin. Thus, it follows that Walker et al. and Bingham et al., alone and in combination, further fail to teach or suggest that the highest quote from the most preferentially-ranked supplier is still **below the first value**.

For the additional reasons described above, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of Claim 25. Accordingly, applicants respectfully request that the 35 U.S.C. § 103(a) rejection of Claim 25 be withdrawn and the claim allowed.

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Claim 32

It is asserted in the Office Action that Walker et al. disclose all the elements of independent Claim 32 except the element that "the computer system is a travel service." This element, as asserted in the Office Action, is taught by Bingham et al. Applicants respectfully disagree.

In regard to independent Claim 32, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim. In particular, the cited references fail to teach or suggest "a travel server component configured to **obtain from each supplier** in a plurality of suppliers, at least **one quote to provide the product at a price and at a particular quality rating**."

The Office Action points to Walker et al., Col. 9, lines 11-14 and lines 33-35, Walker et al., Col. 10, lines 41-45, and Figures 7-8 and 10B in support these elements. However, Walker et al., Col. 9, lines 11-14, particularly describe the content of the consumer's offer, not the contents of a suppliers quote, and in particular, a quote that contains a price and a quality rating, as recited in the present invention. Walker et al., Col. 9, lines 33-35, particularly describe information stored in an item database of goods that may be available from the sellers and that is used to determine which sellers are recipients of the customer's offer. Applicants submit that information stored in a database is entirely distinct from information in a quote obtained from a seller. Further, Walker et al., Col. 10, lines 41-45, as described above, describes the process of searching the item database to determine if any of the known sellers have the sought-for product or the class of the sought-for product. Clearly, all of these references in Walker et al. are directed at things other than a supplier's quote that provides a price the supplier is willing to accept for the sought-for product and quality rating associated with the product.

For the above described reasons, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of independent Claim 32.

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 32 be withdrawn and the claim allowed.

Claims 33-37

Claims 33-37 depend from independent Claim 32. Accordingly, for the same reasons described above in regard to Claim 32, applicants assert that Claims 33-37 are allowable over Walker et al. in view of Bingham et al., especially when read in combination with independent Claim 32. Applicants therefore request that the 35 U.S.C. § 103(a) rejection of Claims 33-37 be withdrawn and the claims allowed.

In addition, Claims 33-37, include elements that further distinguish them from Walker et al. and Bingham et al. Some of these further distinguishing features are described below.

Claim 33

In regard to dependent Claim 33, applicants respectfully submit that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim. Particularly, the cited references fail to teach or suggest "the sorter component is further configured to rank the suppliers based **first on the quality rating** associated with the corresponding quote **and second on the price** associated with the corresponding quote."

Applicants agree with the Examiner that Walker et al. fail to teach or suggest this element. However, applicants assert that Bingham et al. also fail to teach or suggest this element. The Office Action cites Bingham et al., Col. 9, line 52 through Col. 10, line 15, and Figures 13-14 in support of this element. Particularly, Bingham et al., Col. 9, line 52 through Col. 10, line 15, purportedly describe that a user may sort a list of facilities according to an all-inclusive cost, or alternatively, according to quality ratings preassigned to each facility. (Bingham et al., Col. 9, lines 52-65.) Yet, applicants assert that Bingham et al. fail to teach or suggest a system that ranks suppliers according to two criteria in the conjunctive, according to a first aspect **and** also according to a second aspect. More specifically, Bingham et al. fails to

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

teach or suggest a system that ranks "the suppliers based **first on the quality rating** associated with the corresponding quote **and second on the price** associated with the corresponding quote."

For the above described reasons, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of Claim 33. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 33 be withdrawn and the claim allowed.

Claim 35

In regard to Claim 35, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim, especially when read in conjunction with Claim 34 from which it depends. Particularly, the cited and applied references fail to teach or suggest "the higher price is the price associated with **another quote** provided by the most preferentially-ranked supplier."

As previously discussed, according to the present invention, a supplier may submit more than one quote for a particular product. If a supplier is chosen as the "winning" supplier, the product is matched with that supplier's highest quote that is less than the consumer's offer. Thus, "the higher price is the price associated with another quote provided by the most preferentially-ranked supplier."

It is stated in the Office Action that Walker et al. modified by Bingham et al. teaches this element of Claim 35 (as per the rejection of Claim 32). Applicants assert that Walker et al. and Bingham et al. fail to teach or suggest obtaining multiple quotes from a supplier and then matching the offer with the highest priced quote. Even while Bingham et al. may teach that facilities are chosen based on quality and amenities, rather than simply on price, Bingham et al. fails to teach or suggest matching an offer with the highest priced item that is lower than a consumer's offer, as recited in Claim 35.

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

For the additional reasons recited above, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of Claim 35. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 35 be withdrawn and the claim allowed.

Claim 36

In regard to Claim 36, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim. Particularly, the cited references fail to teach or suggest "wherein the sorter component is further configured to **calculate a value**, based on the offer, above which it is not economically practical to match the offer with a supplier."

The Office Action refers to Walker et al., Figures 10A-10C, and Bingham et al., Figures 13-14 in support of these elements. However, as already discussed in regard to Claim 16, Walker et al. (including these figures) fail to teach or suggest calculating a value above which it is economically impractical to match a supplier's quote to an offer. Applicants further assert that Bingham et al. also fails to teach or suggest such these elements. The cited figures of Bingham et al. are user displays of lists of facilities with their attendant costs. Nowhere in these figures, or in the entirety of the specification, do Bingham et al. teach or suggest calculating a value above which it is not economically practical to match an offer with a supplier's quote.

For the additional reasons described above, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of Claim 36. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 36 be withdrawn and the claim allowed.

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Claim 37

In regard to Claim 37, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim, especially when read in combination with Claim 36 from which it depends. Particularly, the cited references fail to teach or suggest "wherein the sorter component is further configured to discard those suppliers that do not provide a quote **below the calculated value**."

As Walker et al. and Bingham et al. fail to teach or suggest calculating a value above which it is not economically practical to match and offer with a supplier's quote, it further must follow that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest that those quotes that are not below the calculated value are discarded.

For the additional reasons described above, applicants assert that Walker et al. and Bingham et al., alone and in combination, fail to teach or suggest each element of Claim 37. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 37 be withdrawn and the claim allowed.

Claims 9-15 and 18

Claims 9-15 and 18 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Walker et al. in view of Freeny, and in further view of Bingham et al. For the following reasons, applicants submit that Claims 9-15 and 18 are in condition for allowance, and request that the 35 U.S.C. § 103(a) rejection be withdrawn and the claims allowed.

Claim 9

It is asserted in the Office Action that Walker et al. disclose all the elements of independent Claim 9 except the element "receiving at least two quotes from one supplier in the plurality of suppliers, a first quote from the one supplier being lower than a second quote from the one supplier," and "ranking each supplier according to the value of at least one quote in the set of quotes received from each supplier, and selecting the highest ranked supplier from the

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

plurality of suppliers." This element, as asserted in the Office Action, are taught by Freeny and Bingham et al. Applicants respectfully disagree.

In regard to independent Claim 9, applicants assert that Walker et al, Freeny, and Bingham et al., alone and in combination, fail to teach or suggest "receiving at least two quotes from one supplier in the plurality of suppliers," and "evaluating any other quotes provided by the supplier corresponding to the most-preferential quote."

As already discussed above in regard to Claims 1, 16, and 26, Walker et al., Freeny, and Bingham et al. each fail to teach or suggest receiving two quotes for a single product from the same supplier. Thus, it further follows that the cite references, alone and in combination, also fail to teach or suggest evaluating the **other quotes** from the one supplier, as recited in Claim 9. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 9 be withdrawn and the claim allowed.

Claims 10-15

Claims 10-15 depend from independent Claim 9. Accordingly, for the same reasons described above in regard to Claim 32, applicants assert that Claims 10-15 are allowable over Walker et al. in view of Freeny, and in further view of Bingham et al., especially when read in combination with independent Claim 9. Applicants therefore request that the 35 U.S.C. § 103(a) rejection of Claims 10-15 be withdrawn and the claims allowed.

In addition, Claims 10-15 include elements that further distinguish them from Walker et al., Freeny, and Bingham et al. Some of these further distinguishing features are described below.

Claim 13

In regard to Claim 13, applicants assert that Walker et al., Freeny, and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim, particularly "in case

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

the one quote is the most preferential quote, matching the offer with **the second quote from the one supplier.**"

As described above in regard to independent Claim 9, applicants assert that the cited references, alone and in combination, fail to teach or suggest receiving at least two quotes from one supplier. Thus, the cited and applied references, alone and in combination, must also fail to teach or suggest that the customer's offer is **matched with a second quote** from the one supplier, as recited in Claim 13.

For the additional reasons above, applicants assert that Walker et al., Freeny, and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim, and request that the 35 U.S.C. § 103(a) rejection of Claim 13 be withdrawn and the claim allowed.

Claim 18

In regard to Claim 18, applicants submit that the Walker et al., Freeny, and Bingham et al., alone and in combination, fail to teach or suggest each element of this claim. Particularly, the cited references fail to teach or suggest "obtaining at least two quotes from one supplier," and "matching the offer with the second quote from the one supplier."

As described above in regard to Claims 1, 16, 35, and 36, applicants assert that Walker et al., Freeny, and Bingham et al., alone and in combination, fail to teach or suggest obtaining two quotes from a single supplier. Additionally, as described above in regard to Claim 35, the cited and applied references also fail to disclose matching the consumer's offer with the higher of the quotes from the one supplier. Accordingly, applicants request that the 35 U.S.C. § 103(a) rejection of Claim 18 be withdrawn and the claim allowed.

Allowable Subject Matter

The Office Action stated that Claims 26-31 would be allowable if rewritten or amended to overcome the 35 U.S.C. § 112, second paragraph, rejections described above. As described above, applicants submit that the amendment to Claim 26 places it in condition for allowance.

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Applicants request that the 35 U.S.C. § 112, second paragraph, of Claim 26 be withdrawn and the claim allowed.

Additionally, while Claims 27-31 were also rejected under 35 U.S.C. § 112, second paragraph, they were rejected for incorporating the errors of base Claim 26. Accordingly, as applicants submit that Claim 26 is now in condition of allowance, applicants further submit that Claims 27-31 are also now in condition of allowance, and request that the 35 U.S.C. § 112, second paragraph, rejections of Claims 27-31 be withdrawn and the claims allowed.

CONCLUSION

In view of the foregoing amendments and remarks, it is believed that the present application is in condition for allowance. Accordingly, reconsideration and reexamination of the application as amended are requested. Allowance of Claims 1-37 at an early date is solicited. If the Examiner has any questions, she is invited to call applicants' attorney at the number listed below.

Respectfully submitted,

CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}

Tracy S. Powell
Registration No. 53,479
Direct Dial No. 206.695.1786

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LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100